

DEVELOPMENT AGREEMENT

This Agreement, dated as of June 3, 2005 by Lindwell SC., Inc., a Massachusetts corporation ("SC"), Lindwell OP, Inc., a Massachusetts corporation ("OC"), and Lindwell Realty Trust (the "Trust"), a Massachusetts nominee trust, under Declaration of Trust dated December 17, 1970 and recorded with the Norfolk County Registry of Deeds in Book 4709, Page 91 and registered with the Norfolk County Registry District of the Land Court as Document No. 346421, as amended by a First Amendment to Declaration of Trust dated June 4, 2004 and recorded with said Deeds in Book 21190, Page 103 and registered with said Registry District as Document No. 1030227 (SC, OP and the Trust may be collectively referred to as the "Owner"), in favor of the Town of Wellesley, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts (the "Town"), acting by and through its Board of Selectmen (the "Selectmen").

Reference is made to the following facts:

A. The entities comprising the Owner together own ten (10) separate parcels of real property on the north and south sides of Linden Street, a public way, in Wellesley Massachusetts more particularly described on Exhibit A hereto (such parcels being collectively referred to as the "Property"). The Property together contains approximately eighteen and 4/10 (18.4) acres of land, more or less.

B. The Property is currently improved with fifteen (15) buildings and structures, which together comprise a mixed-use office and retail center; and

C. The Owner proposes to redevelop the Property by, among other things, (i) demolishing seven (7) existing structures on the north side of Linden Street and constructing five (5) new buildings, including a new building intended to be used as a Roche Bros. grocery store; (ii) constructing two new buildings on the south side of Linden Street; (iii) refurbishing and updating various of the other buildings on the Property; (iv) widening and improving the Linden Street right-of-way; and (v) adding open space, parking areas, pedestrian amenities, and other associated improvements (the "Project").

D. To permit the Project to proceed, the Owner has filed with the Town for consideration at a Special Town Meeting to be held on or about June 13, 2005 (the "Town Meeting") a citizen's petition for the adoption of a zoning overlay district. That petition will appear as Article 4 (the "Article") on the warrant for the Town Meeting and, if passed, would place the Property within a zoning overlay district and provide for certain dimensional and development requirements.

E. The Owner has made certain commitments to the Town in furtherance of the Project in the event that the Article is adopted by the Town Meeting as proposed, and approved by the Attorney General of the Commonwealth of Massachusetts, and it is the purpose of this Agreement to document such commitments.

NOW, THEREFORE, the Owner and the Town agree as follows, provided that the Owner's obligations under Sections 1 through 8 of this Agreement are contingent on satisfaction of the following conditions (the "Development Conditions"): (i) the Wellesley Town Meeting adopts the Article, with such amendments thereto as shall be approved by the Owner or its counsel; (ii) all subsequent steps shall be taken in order to cause such Article to be incorporated into the Wellesley Zoning Bylaw (the "Bylaw") (such as approval by the Attorney General); (iii) issuance of all permits and approvals (containing such conditions as may be acceptable to the Owner) as may be required for the Project pursuant to the Wellesley Zoning Bylaw, as amended by the Article (such as, but not limited to, approval by the Board of Selectmen, the Planning Board and the Zoning Board of Appeals) and the expiration of applicable appeal periods; and (iv) issuance of one or more building permits for each of the new buildings on the north side of Linden Street (shown on the Project Plan as "Proposed Bank/Office," "Proposed Roche Bros.," "Proposed Retail" and two buildings shown as "Proposed Retail/Office") (collectively, the "North Buildings").

1. Development Sequence and Design. (a) The Owner agrees that the Project will be undertaken and developed substantially in accordance with that certain plan entitled "Linden Square, Linden Street, Wellesley, Massachusetts (Concept J-3)," prepared by Vanasse Hangen & Brustlin, Inc., and dated May 25, 2005, a copy of which is attached to this Agreement as Exhibit B, as the same may be varied or altered in connection with the granting or maintenance of necessary development or operating permits or approvals (the "Project Plan"). In light of the nature and scope of the Project, it will not be feasible to undertake all aspects at one time, and the Owner therefore anticipates that the Project will be undertaken in sequential steps or phases. The Owner expects that the first phase submitted to the Town for approval will consist of the redevelopment of all of the parcels comprising the Property except Parcel S-5 (the "VW Parcel"), which is currently leased to Wellesley Volkswagen Buick, Inc. (the "VW Tenant"). Of that first phase, the Owner expects that the Proposed Roche Bros. Store, the two buildings immediately adjacent to the Proposed Roche Bros. Store and the two new buildings on the north side of Linden Street, and the parking and other amenities to be used in connection with the same would be built first, and would be developed at substantially the same time. The Owner will use commercially reasonable efforts to control the development schedule having in mind the impact of construction on the adjacent neighborhoods and on traffic in the vicinity of the Property. It is anticipated that the second phase will consist of the redevelopment of the VW Parcel. The Owner agrees (i) that the first phase must satisfy all of the requirements for a Development Site (as that term is defined in the Article) under the Bylaw, as amended by the Article, without regard to the VW Parcel, and (ii) that the second phase, when developed and when taken together with the first phase, must satisfy all of such requirements for a Development Site. Parcels of land shall not be removed from any Development Site except by amendment to this Agreement in accordance with Section 10 hereof.

(b) The Project as constructed will consist of those buildings and improvements shown on the Project Plan. While the project will evolve as it proceeds through the Town review and permitting processes, the Owner agrees that the Project, as constructed, will continue to conform in all material respects to the Project Plan. The architecture for the Project will be consistent in all material respects with the architectural themes and materials as currently

developed and presented at prior public meetings and hearings by the Owner and Elkus Manfredi, Ltd. As indicated on existing drawings, new buildings shall be designed to the extent reasonable to have frequent points of entry along sidewalks, such entries to be reasonably accessible to landscaped pathways and crosswalks, and readily visible to pedestrians. The Owner intends that the Project, when completed (including the VW Parcel), will (i) include at least 950 parking spaces; (ii) include open space (as defined under Section 1A of the Bylaw equal to at least eighteen percent (18%) of the total Development Site (which includes open space required under Section XXI(D)(3) of the Bylaw); and (iii) have a floor area ratio (computed in accordance with the Bylaw and using the Development Site, as the same exists from time to time) not exceeding thirty five percent (0.35).

(c) The total floor area of the buildings comprising the Project will not exceed 276,200 square feet.

(d) Buffered areas shall be provided as required under the Article, and substantially as shown on the Project Plan. The materials used in any permanent fencing that is erected as a part of the Project shall be such as to reduce any unreasonable traffic, loading and other commercial noise generated by the newly constructed and newly renovated buildings that would otherwise be audible under normal circumstances from the abutting residential neighborhoods. The materials and design of such fencing and such screening are shown on the plan and detail attached as Exhibit C, and the final design shall be subject to review and approval by the Design Review Board. Any HVAC located on the rooftops of newly-constructed buildings (and on the rooftop of 200 Linden Street as new leases are entered into) will be configured and screened on four sides, so as to reduce any unreasonable level of noise that would otherwise be audible under normal circumstances from the abutting residential neighborhoods, and the final design shall be subject to review and approval by the Design Review Board. The loading bays to the rear of the Proposed Roche Bros. Store will be enclosed on the sides and top so as to reduce, to the extent reasonably practicable, light and noise perceptible from the abutting residential neighborhoods, and loading doors within the bays will be fitted with padded door seals. It is understood, however, that it will not be possible to completely prevent or eliminate all such light and sounds.

(e) The Owner agrees that the floor area of the store shown on the Project Plan as "Roche Bros." (the "Proposed Roche Bros. Store") will not exceed fifty thousand (50,000) square feet (including the main floor and the proposed mezzanine). The Owner agrees that there will not be more than one other store (in addition to the Proposed Roche Bros. Store) in the Project having a footprint of more than twenty-five thousand (25,000) square feet, unless the Owner shall first have obtained a special permit from the Planning Board. In no event will the footprint of any such store (other than the Proposed Roche Bros. Store) exceed thirty-three thousand eighty-six (33,086) square feet (*i.e.*, the ground floor area of the existing Roche Bros. building on the south side of Linden Street). Any such store having a footprint of more than twenty-five thousand (25,000) square feet will be located in the existing Roche Bros. building on the south side of Linden Street.

(f) There currently exists under a portion of the Property a stormwater drainage culvert which drains a watershed area of approximately 450 acres north of the MBTA commuter

rail line. Under existing conditions, the drainage culvert occasionally surcharges, causing localized flooding, during large, high intensity storm events. This flooding currently affects the service bay of an abutting building located on Parcel 145 at the southeast corner of Linden Street and Everett Street, known as 151 Linden Street. The Project will incorporate storm water management techniques aimed at controlling the surcharge events and minimizing the detrimental impacts of storm water runoff (which flows through the Property, via the culvert, from the upstream watershed), on the Property and on adjacent properties. These techniques will include one of, but may not necessarily be limited to, the following:

- A) Mitigation utilizing only drainage design (151 Linden Street):
 - i) Reduce the amount of storm water runoff to low points on the site.
 - ii) Isolate the drain lines from the low points to the main culvert.
 - iii) Construct backflow preventers at structures draining the low points to prevent surcharged storm water from backing up to an elevation above grade.
 - iv) Install an overflow drainage structure with a sump pump designed to handle design storm flow rates to low point (subject in part to obtaining necessary access rights from the abutting property owner).
- B) Mitigation utilizing combination of sewer and drainage design (Roche Bros. loading dock):
 - i) Minimize the surface area contributing to the low point's drainage area to include only ramp to service bay.
 - ii) Cover entire drainage area to low point with roofing.
 - iii) Tie floor drain at low point into sewer system which will isolate the low area from the storm drainage system.
- C) Reduction of Impervious areas:
 - i) Reduce the area of impervious surfaces within the development site in order to reduce the overall rate and volume of storm water runoff to the culvert.

The Owner will work in concert with the Town of Wellesley's Department of Public Works to make the aforementioned improvements

(g) The Owner agrees that exterior lighting serving the Project will be designed so as to direct light onto the Project site and away from abutting residential properties, pursuant to a site lighting plan approved in advance by the Design Review Board. Unless specifically otherwise approved by the Design Review Board, luminaires shall be of a type having a total cutoff of less than ninety (90) degrees, and shall direct light onto the site. The site lighting plan will include, without limitation, the proposed height(s) of lighting standards.

(h) Open space will be increased and enhanced as described above. The total open space will be determined in accordance with the existing Bylaw definition. The open space will

include at least: (i) a park on Linden Street of approximately 6,400 square feet; (ii) a landscaped island/walkway on the north side of Linden Street of approximately 2,400 square feet; and (iii) at least two (2) other significant parcels of open space, each of approximately 1,500 square feet. Landscaped parking islands a minimum of eight feet (8') in width will be incorporated into the parking field adjacent to the Proposed Roche Bros. Store, as shown on the Project Plan to provide added green space and shading. Open space will be planted in accordance with a landscape plan, which will be reviewed and approved by the Design Review Board and the Town Horticulturalist. Plant species selected will be appropriate for a commercial environment and will be selected to insure that undesirable and invasive plant species will not be used. The Owner will solicit and invite participation from garden clubs and other civic groups in connection with the planting and care of the open space. The Owner shall be responsible for the maintenance of all landscaped areas within the Development Site, and shall install and maintain an irrigation system for significant landscaped areas. The Owner shall also be responsible for the installation and maintenance of visual amenities, such as canopies, awnings, plantings and benches.

(i) The façade of the Building now known as 165-181 Linden Street will be updated, as will the façades of the existing buildings now known as 162 Linden Street, 183 Linden Street, 185-197 Linden Street and 200 Linden Street. The final design and materials shall be as determined during the Town's permitting process, including the reasonable approval by the Design Review Board.

(j) The Owner will plant and thereafter maintain trees at reasonable intervals on both sides of Linden Street within the bounds of the Project area, the particular species of such trees to meet applicable requirements of the Bylaw and be approved by the Design Review Board and the Town Horticulturalist.

(k) The two new buildings proposed for the north side of Linden Street shall be designed so as to have (or appear to have) two primary public facades (north and south), and facades shall be designed so to accommodate store entrances on both sides.

2. Uses and Operation. (a) Without limiting any other restriction set forth in the Bylaw, the Owner will not enter into any new lease or agreement for any of the following uses on any portion of a Development Site: (i) any use that would not be permitted in a Business District (provided that any use that would be permitted in a Business District with a special permit or other appropriate relief shall similarly be permitted on the Development Site with a special permit or such other relief); (ii) sale or rentals of trailers, boats or recreational vehicles; (iii) sale of items or products out of trailers; (v) hotel or motel; (vi) movie theatre; (vii) drive-through windows where food or beverage is purchased by customers in vehicles; (viii) light manufacturing; (ix) an outdoor "flea market;" (x) a warehouse (which shall not prohibit storage of equipment or inventory used or sold in the occupant's business); or (xi) "adult uses," as that term is defined in the Bylaw. The Owner will not oppose any subsequent motion or other action by the Town to change the underlying zoning of the Property (subject to the Article) or any neighboring parcels to a Business district.

(b) Advance Dry Cleaning Corporation currently operates a dry cleaning establishment on the Property as a subtenant of Roche Bros. Unless renewed, the sublease is scheduled to expire not later than April 30, 2011. The Owner will not enter into any new lease of any part of the Property for a laundry establishment with on-premises dry cleaning facilities, provided that the foregoing restrictions will not restrict any laundry establishment (with the existing tenant or otherwise) with dry cleaning pick-up and drop-off service.

(c) The existing lease with Devaney Oil is scheduled to expire not later than December 31, 2005. The Owner will not renew, extend or expand the existing lease arrangement with Devaney Oil, and the Owner will not permit another similar oil storage and distribution use on the Property after the expiration or earlier termination of the lease with Devaney Oil. The foregoing restriction does not apply to active uses, such as a gasoline service station and associated fuel, oil product or diesel storage, and will not restrict storage of heating oil for on-site use or fuels for emergency generators or other accessory uses, or to the sale of propane, kerosene or other similar products ancillary to the operation of a hardware store, a camping products retail store or other business. All tanks and fuel storage facilities at the Devaney Oil site will be decommissioned and removed in accordance with the Massachusetts Contingency Plan. If any environmental contamination is discovered at the Devaney Oil site, such condition shall be remediated in accordance with the Massachusetts Contingency Plan. Copies of notices and/or filings submitted by the Owner or its agents to governmental agencies with respect to the Devaney Oil site shall be delivered to the Town Department of Public Works. The existing land lease of the VW Parcel is scheduled to expire not later than December 31, 2010. The Owner will not renew, extend or expand the existing lease arrangement with the VW Tenant beyond such date, and the Owner will not permit another automobile dealer or automobile repair use on the Property (except as a part of a gasoline service station) after the expiration or earlier termination of the existing lease with the VW Tenant.

(d) The Owner will develop, maintain and operate four residential townhouse-style units, each of which will have approximately 1,500 square feet of space and contain two (2) bedrooms, one and one-half (1½) baths, a living room, kitchen with a stove and cabinets, dining room, washer/dryer hook-up, a storage area and enclosed garage for two (2) cars. These four units shall be constructed in a good and workmanlike manner employing new materials of good quality and in compliance with all applicable laws and codes. The floor plans and quality of interior fixtures, finishes and amenities shall be subject to the approval of the Wellesley Housing Development Corporation ("WHDC"), which approval shall not be unreasonably withheld or conditioned. These units will be developed at the location of the existing building known as 170 Linden Street and shall comply with the following design guidelines:

- (i) access to the parking garage for each unit shall be at the rear (the north/northwest side) of the building;
- (ii) each unit may have an entry door at the front of the building (i.e., the side facing the existing gas station), but the interior layout and focus of each unit shall be oriented toward the rear of the building so that the front of the building shall "feel" as though it were in fact the rear of the building;

- (iii) a landscaping and or fence buffer reasonably acceptable to the Design Review Board shall separate the building from the existing gas station;
- (iv) ventilation for these units shall be designed to prevent emissions of fumes, vapors, gas, dust and odors from the existing gas station from entering the interior of the units.

It is anticipated that development of the residential units will be commenced promptly upon issuance of a certificate of occupancy for the Proposed Roche Bros. Store, and will be undertaken with diligence and continuity. The Owner understands that the Town may not want initial occupancy of the four new residential units to occur until construction of the North Buildings is substantially completed.

(e) The Owner agrees that it will submit to affordability restrictions in favor of the Town in perpetuity seven (7) residential rental units (whether new or existing). The Owner shall operate, maintain, repair and replace these seven units in decent, safe, sanitary and good working order and condition and in compliance the State Housing Code and all other applicable laws and codes. Such affordability restrictions shall, among other things, provide that these units may only be occupied by households having income equal to or less than 80% of the Boston Area Median Income (as such median income is determined from time to time by the U.S. Department of Housing and Urban Development "HUD"), and that rents charged for such units shall not exceed the maximum rents, adjusted for unit and household sizes, allowable under the Local Initiative Program ("LIP") units-only program established by the Massachusetts Department of Housing and Community Development ("DHCD") (currently 30% of 70% of Boston Area Median Income). The Town agrees that seven (7) affordable units will exceed, and shall be deemed to satisfy the Owner's obligation under Section XVI B of the Bylaw. Such affordability restrictions shall comply with the Planning Board's Rules and Regulations adopted under Section XVI B of the Bylaw and be reasonably acceptable to the WHDC, which shall be responsible for establishing income, marketing, waiting list, and other eligibility standards for tenants (which may include a so-called "local preference" tenant selection process). Eligibility standards as so established shall be consistent with the requirements and guidelines of DHCD's LIP Program. Such restrictions shall be recorded with the Registry of Deeds (defined below) and shall burden and run with the land on which the affordable units are located; and will be enforceable by the Town and the WHDC. Prospective tenants shall also be subject to the Owner's reasonable and customary tenancy requirements to the extent not inconsistent with the tenant selection requirements and guidelines of DHCD's LIP Program.. The seven (7) units to be submitted to the above-described affordability restrictions will include all of the four new units to be built at 170 Linden Street as described in Section 2(d) above and the existing housing units located at 5, 5A and 7 Oak Street (the "Oak Street Units"). The Owner and the WHDC shall negotiate in good faith to agree upon a fair and reasonable transition plan and timeline pursuant to which those current tenants of the Oak Street Units who are not income eligible will be required to vacate and income-eligible tenants move in. The Owner agrees that prior to the first time that any Oak Street Unit is rented to an eligible-affordable tenant, such units shall be cleaned, repainted, de-leaded if required, brought into compliance with the State Housing Code if

required, and refurbished to have interior fixtures reasonably comparable to those in the four new units at 170 Linden Street.

(f) Of the 276,200 square-foot total floor area referred to in Section 1(c) above, not more than 260,000 square feet will be used for commercial uses other than offices, and not more than 30,000 square feet will be used for office uses (excluding office space ancillary to retail uses).

(g) - There will not be more than one grocery store or supermarket on the Development Site.

(h) The Owner agrees as follows:

(A) trash removal activities (*i.e.*, picking up and dropping off of dumpster-type containers) from the Proposed Roche Bros. Store will be limited to the hours of 8:00 a.m. through 8:00 p.m.;

(B) the Proposed Roche Bros. Store design incorporates four loading bays and space for trash compactors. Access of trucks making deliveries to the Proposed Roche Bros. Store will be limited to the hours of 7:00 a.m. through 9:00 p.m. (although the trailer portion of a delivery truck may remain inside the loading bay and be unloaded during other hours);

(C) the Owner will incorporate into new leases for commercial space at the Property provisions limiting loading/unloading and trash removal activities to the hours of 7:00 a.m. through 9:00 p.m. (except for new leases of space in the building at 200 Linden Street, which will limit trash removal activities to the hours of 8:00 a.m. to 8:00 p.m.);

(D) so long as retail store hours in the Town of Wellesley are limited to 6:00 a.m. to 11:00 p.m. (subject to existing exceptions granted pursuant to Section 49.2B(a) of the Town Bylaw), the Proposed Roche Bros. Store will not open before 7:00 a.m., and will close (*i.e.*, not admit customers) at or before 10:00 p.m. If any amendment to Section 49.2B of the Town Bylaw reduces the hours of operation of retail business and there is a "grandfather clause" so-called, similar to Section 49.2B(e)(ii), such "grandfather clause" shall apply to the Proposed Roche Bros. Store;

(E) the Owner will incorporate into new leases of retail space (other than leases for restaurant space) at the Property a requirement that such retail store close at or before 10:00 p.m. The Owner will also incorporate into new leases of restaurant space at the Property a requirement that such restaurant close at or before 11:00 p.m. (unless otherwise approved by the Board of Selectmen in connection with the issuance of a common victualer's license);

(F) the Owner will incorporate into new leases for retail space at the Property a restriction such that, on Sundays, stores will not be open before 10:00 a.m., and will close before 9:00 p.m., except for pharmacies, the grocery store, food service, coffee shop or convenience-type operations; and

(G) as to retail operations under new and existing leases, the Owner will cooperate with the Town's Board of Health and other Town officials in enforcing applicable health and safety regulations.

(i) Tractor-trailer trucks servicing the Proposed Roche Bros. Store will use only the delivery route(s) shown on Exhibit D hereto, or as shall from time to time be otherwise approved by the Planning Board. Truck traffic using the drive area behind 200 Linden Street will be limited to trucks servicing the tenants of 200 Linden Street.

(j) Space in the two new buildings on the north side of Linden Street shown on the Project Plan as "Proposed Retail/Office" shall not include more than one so-called "sit-down" restaurant. The Project as a whole (including the restaurant described in the preceding sentence) shall not include more than one "high turnover sit-down" restaurant and one "quality" restaurant," (as such terms are defined as items 932 and 931, respectively, of the Institute of Traffic Engineers *Trip Generation*, 7th Ed), neither of which shall exceed 6,000 square feet in floor area, and the two of which shall not exceed 11,000 square feet of floor area. The building known as 200 Linden Street shall not include any "sit-down" restaurant. The foregoing restaurant restrictions in this paragraph (j) shall not apply to coffee shops, bakeries, ice cream parlors, sandwich or pizza shops and the like, even though limited seating may be available for patrons.

(k). The Project shall not include more than two (2) retail establishments whose primary business is the sale of coffee or tea and coffee or tea-based beverages.

(l) Buildings on the VW Parcel shall not be leased to any tenant whose primary business is the retail sale of food or beverages.

(m) No portion of the Project shall be leased to restaurant operations such as McDonalds, Burger King, Kentucky Fried Chicken (KFC), Taco Bell, Roy Rogers, Arbys, Wendy's or Hardee's, or their respective equivalents or substantially similar restaurant operations, as such companies currently operate their primary restaurant locations. Notwithstanding the foregoing, any restaurant operation that does not offer seating for patrons, shall be subject to the reasonable approval of the Board of Selectmen, to be granted or withheld after holding a hearing on the matter.

(n) The Project shall not include more than one (1) store whose primary business is the sale or rental of prerecorded videos (whether tape, video discs or other medium) for general consumer entertainment, and such store shall not exceed 3,000 square feet of floor area. The foregoing shall not apply to the sale of videos related to the particular merchandise sold or service provided in the store or establishment, or to the sale of any video where such sale is incidental to another use.

(o) Subject to the provisions of Section 3(j), the Project shall not include more than one (1) additional bank with a drive-through facility (*i.e.*, over and above the four bank/drive-through facilities currently in operation at the Property, or any replacements thereof).

(p) The Project shall not include more than one (1) pharmacy with a drive-through facility, and the ground floor area of any pharmacy shall not exceed 15,000 square feet. There shall not be more than a total of two (2) pharmacies in the Project, the total area of which shall not exceed 25,000 square feet..

(q) New leases for uses involving the preparation of food for sale to customers shall require that the tenant install and maintain in good working order such exhaust filtering equipment as may be reasonably available and necessary in light of the size and intensity of the proposed operation to prevent food odors from impacting abutting properties. To the extent that any mechanical equipment associated with such filtering systems is located on the exterior of any building, the Owner shall provide or require suitable screening and noise abatement measures, as described in Section 1(d) above relative to HVAC equipment.

(r) The Owner shall use commercially reasonable efforts to have tenants of the Property deliver recyclable materials (including but not limited to cardboard) to the Town's Recycling and Disposal Facility, or to a mutually convenient location(s) on-site if the material is compacted.

(s) The Owner shall be responsible for plowing of snow from the sidewalks and parking areas adjacent to stores within the Project area (but excluding the sidewalks on Linden Street) according to prevailing retail property management practices, and for removal of snow, either to an available area within the Property or to the Town Recycling and Disposal Facility or other suitable location, and the Owner shall cooperate and coordinate as reasonable with the Town's Department of Public Works relative to plowing and snow removal. The Owner shall also be responsible for removal of snow plowed from the sidewalk on the north side of Linden Street within the bounds of the Project area. Any snow removed from the Property by Owner shall be handled by Owner in accordance with applicable legal requirements.

3. Traffic and Parking. (a) The Owner has completed an analysis of the traffic impacts of the Project, and will make such further analysis as may be necessary as it proceeds through the Town's "Project of Significant Impact" ("PSI") review process. A schedule of principal reports and memoranda prepared by the traffic consultants for the Owner and for the Town is attached as Exhibit E.

(b) The Owner has committed, and agrees, to grant to the Town a perpetual roadway easement so as to allow the widening of Linden Street as shown on the Project Plan and the use thereof as a public way. The Owner, at its sole cost and expense, will also either perform certain improvements to the Linden Street right-of-way (both new and existing) and sidewalks, or pay for the Town to perform the same (or a combination of the two), consistent with the standards listed on Exhibit F to this Agreement.

(c) Except as described below, parking spaces in the Project will be nine (9) feet wide, rather than the required eight and one-half (8.5) feet, so as to allow better accommodation and maneuvering of vehicles. Handicapped spaces will be provided and located per applicable codes. Drive aisles will be designed to enhance pedestrian safety and to prevent random traffic across parking areas. On-street parking spaces along Linden Street will be under control of the Selectmen and may, at the discretion of the Board of Selectmen, be metered. These spaces will be oversized (not smaller than 25 x 8 feet) and configured to allow easier entry and exiting. No more than ten (10) of the total Project parking spaces shall be on-street spaces, and all shall be located on the north side of Linden Street. The Project shall not include more than thirty (30) so-called "compact car" parking spaces.

(d) Regardless of whether such actions are required under the PSI process, the Owner agrees to undertake traffic counts and evaluation of the three intersections located at Linden Street and (i) Everett Street, (ii) Donizetti Street, and (iii) Kingsbury Street, during the so-called afternoon school peak hour, in order to ascertain and identify the existence of any specific circumstances requiring further attention or mitigation.

(e) The Linden Square Town Houses, which border the Property to the north, are owned and operated by Linden Square Trust pursuant to a long-term ground lease. The Owner agrees to seek the consent of Linden Square Trust to the creation of pedestrian access and egress points at the northwest and northeast corners of the Property to allow pedestrian/bicycle access from Highland Avenue and the Sprague and Middle School areas and from the Linden Square Town Houses and Oak Street neighborhoods. The Owner will construct openings in any barrier fence between the Property and the Linden Square Town House land to allow for such pedestrian access and, subject to obtaining such consent, Owner will construct such pedestrian access areas in the Town House land.

(f) Bicycle racks will be provided and maintained by the Owner in numbers and locations so as to be convenient for cyclists visiting the Project, and as may be agreed upon by the Owner and the Zoning Board of Appeal as a part of the site plan review process under Section XVI of the Bylaw. The Owner will also cooperate with the Town in providing reasonable areas to accommodate bus service, such as that provided by the Council on Aging, or other similar services, and areas in the Development Site shall be designated as bus stopping locations.

(g) After the first anniversary of the issuance of a certificate of use and occupancy for the two new buildings shown on the Project Plan as "Proposed Retail/Office" on the north side of Linden Street, the Board of Selectmen will review the on-street parking at the ten new on-street parking spaces shown on the Project Plan to determine whether further regulation is warranted, and whether a hearing on the matter is required.

(h) The Owner will designate a reasonable number of parking spaces (the exact number and location of which shall be determined during the PSI permitting process) for employees of Owner's tenants at the Property. The Owner will also facilitate reasonable and customary traffic demand management measures for tenants and their employees, such as carpooling and making available public transit pass programs.

(i) The Owner shall provide or pay for (or shall cause one or more of its tenants to provide or pay for) police traffic details as reasonably necessary (in the determination of the Chief of Police) during holiday shopping hours and when predicted blizzard conditions make such precautions reasonably necessary.

(j) During any twelve-month period between April, 2008 and October, 2011, but prior to the commencement of the redevelopment of buildings located on the VW Parcel (excluding sitework and landscaping), the Owner will have three manual Development Site trip counts performed at each of the Project entrance and exit drives during the weekday evening and Saturday mid-day peak hours. Such counts will be made either in each of two consecutive Aprils and the intervening October, or in each of two consecutive Octobers and the intervening April. If (i) by the time of the first count, the Town shall have expended approximately \$750,000.00 toward the development and maintenance of the so-called "loop" actuated traffic control improvements referred to in the reports and correspondence prepared by Beta, Inc., or on other traffic management measures related to the Project, and (ii) the total number of trips counted during any two of the three counts exceeds by more than ten percent (10%) the projected trip generation for the Project (less the number of trips projected to be generated by the improvements on the VW Parcel), then the Owner shall be limited to four (4) banks with drive-through facilities on the entire Property, and the Owner will submit a separate PSI application to the Planning Board in respect of the development of the VW Parcel. Such application shall be limited to the approximately 38,000 square feet of area proposed to be developed on the VW Parcel, and shall take into account (and receive credit for) mitigation measures made or paid for by the Owner pursuant to this Agreement and the initial Project PSI application.

4. Permitting; Removal of Existing Structures. (a) The obligations undertaken in this Agreement shall not be deemed to relieve the Owner of any obligations to satisfy other applicable Town regulatory processes. The Project will undergo the Town's normal permitting and approval processes, as applicable, including without limitation the requirement for a special permit under Section XVI of the Bylaw, relating to Projects of Significant Impact ("PSI"), as applicable. The Town agrees that the permitting and approval processes will be applied to the Development Site as a whole, rather than to the individual parcels of land within the Development Site, such that a single PSI special permit would be sufficient for all improvements or changes proposed for the Development Site except as otherwise provided herein. If more than one building is covered by any individual building permit, the Town will permit the issuance of individual certificates of occupancy on a building-by-building basis, such that individual buildings (or tenant spaces) can be occupied prior to the completion of all improvements covered by the building permit. The Owner and the Town will cooperate in good faith to negotiate reasonable and customary terms to ensure that required improvements (such as, but not limited to, final paving or landscaping) to be performed after issuance of a certificate of occupancy will be properly completed. Construction and demolition will be conducted in accordance with a construction mitigation plan as described in Section 7 below.

(b) Upon satisfaction of the Development Conditions (or at such earlier time as the Owner may approve), the Owner shall dismantle and deliver to the Town's Recycling and

Disposal Facility the existing structures shown on the Project Plan as "Removable Structures." Upon delivery, any structures shall be deemed donated to, and become the property of, the Town. The Town shall prepare a suitable location for delivery and shall be responsible for re-assembly of such Structures. The Owner expressly makes no representation or warranties as to the condition or suitability of any structure for any purpose, and the Town will accept the same in their condition "as is." Prior to dismantling the Removable Structures, the Owner will give the Town at least ten (10) days' notice and representatives from the Department of Public Works shall have the opportunity to survey and mark the various components of the Removable Structures so as to facilitate reassembly.

5. Real Estate Taxes. The Owner agrees to pay to the Town customary and usual real estate taxes in respect of the Property (which, as indicated above, contains approximately 18.4 acres). All tax assessments will be in accordance with applicable law, provided that the Owner agrees that if the assessed value of the Property for any fiscal year after Fiscal 2005 but prior to the year ending June 30, 2012 is lower than the assessed value for the fiscal year ending June 30, 2005 (the "Tax Base Year"), the Owner will make a payment to the Town for such year in lieu of real estate taxes otherwise payable. Such payments shall be made quarterly (as real estate tax payments are ordinarily due and payable) and shall be equal to the amount that would have been due if the assessed value of the Property for the year in question were equal to the assessed value for the Tax Base Year, computed at the applicable tax rate in effect for the particular fiscal year in question. In any event, the Owner agrees that the real estate tax payments to be made by the Owner during this period will be not less than the real estate taxes paid with respect to Fiscal 2005. If during this period, the Town changes to a classified tax system, with different residential and commercial tax rates, and if assessed values of commercial property in the Town generally are adjusted in any way, then for purposes of calculating amounts subsequently coming due hereunder, the same adjustment shall be applied both to the Tax Base Year and to the particular subsequent fiscal year(s) in question. The Owner agrees to provide to the Town Board of Assessors, upon request, construction schedules and budgets with respect to the construction phase(s) of the Project. The payments due pursuant to this paragraph shall be calculated by the Town's Board of Assessor's in accordance with the foregoing provisions of this Section 5.

6. Monetary Payments. As an inducement for the Town to enter into this Agreement, the Owner agrees to pay to the Town the following amounts of money, to be paid and used for the purposes provided below:

- (a) Within thirty (30) days after Town Meeting approval of the Article and approval of the Article by the Attorney General of Massachusetts, as required by Massachusetts law, the Owner shall reimburse the Town for out-of-pocket costs actually incurred by the Town for consultants (including but not limited to Town Counsel) retained in connection with the Project, such reimbursement not to exceed One Hundred Thousand Dollars (\$100,000.00). To the extent that the Town has not expended \$100,000.00 at the time of such payment, then any consultant costs subsequently incurred by the Town in reviewing and evaluating information described in Sections 3(d) and 3(j) shall also be reimbursed by the Owner within thirty (30) days after notice thereof (provided that the total amount

to be reimbursed by the Owner under this paragraph (a) shall not exceed \$100,000.00). The amounts described in this paragraph (a) are in addition to other fees and costs, such as permit fees, otherwise payable by the Owner in the ordinary course of development;

- (b) Within thirty (30) days after issuance of a building permit for the Proposed Roche Bros. Store, the Owner shall pay to the Town, acting by and through the Board of Selectmen, the sum of Two Million Fifty Thousand Dollars (\$2,050,000.00), such sum to be used and appropriated as the Town shall determine, except that the Town shall appropriate from such payment an amount (estimated to be approximately One Million Two Hundred Thousand Dollars (\$1,200,000.00) necessary to complete the reconstruction by the Town of Linden Street (i) from Rockland Street to Hilltop Road, and (ii) from Everett Street to Weston Road. Such reconstruction shall be undertaken in substantial accordance with the plans and specifications heretofore prepared by the Town's Department of Public Works, and shall be coordinated with the Owner's construction schedule for the reconstruction and widening of Linden Street between Hilltop Road and Everett Street, such that street reconstruction will be substantially completed at or before the opening of the Proposed Roche Bros. Store;
- (c) Within thirty (30) days after issuance of a certificate of use and occupancy for the Proposed Roche Bros. Store, the Owner shall pay to the Town, acting by and through the Board of Selectmen, the sum of One Hundred Thirty Thousand Dollars (\$130,000.00), such sum to be used and appropriated as the Town shall determine;
- (d) Within thirty (30) days after issuance of a certificate of use and occupancy for the Proposed Roche Bros., and on each anniversary of such date for the following nine (9) years, the Owner shall pay to the Town, acting by and through the Board of Selectmen, the sum of Ten Thousand Dollars (\$10,000.00), such sum to be used and appropriated as the Town shall determine; and
- (e) Within thirty (30) days after issuance of a certificate of use and occupancy for the Proposed Roche Bros. Store, and on each anniversary of such date for the following nine (9) years, the Owner shall pay to the Town, acting by and through the Board of Selectmen, the sum of Ten Thousand Dollars (\$10,000.00), such sum to be used and appropriated for intra-town transportation services for senior citizens, such as that currently provided by the Council on Aging or other Town agency, as determined by the Board of Selectmen;
- (f) Upon submission of the plans for the new residential units referred to in Section 2(d) above to the WHDC, the Owner shall pay to WHDC Seven Thousand Dollars (\$7,000.00) to defray costs of plan review.

7. Construction Mitigation. Prior to the issuance of any building permit for the Project, the Owner will provide a detailed construction mitigation plan to minimize the impacts of construction on its neighbors, which plan shall be reasonably acceptable to the Selectmen. At a minimum, that plan will provide for the following:

- (a) Construction hours which shall not start (it being agreed that the word "start" shall include without limitation the starting or warming up of construction equipment) earlier than 7:00 A.M. on Monday through Friday, and 8:00 a.m. on Saturday, nor go later than 6:00 P.M. Monday through Saturday, with no construction on Sundays;
- (b) All construction vehicles shall be equipped with mufflers or other noise-control devices which shall be maintained in good working order at all times;
- (c) Appropriate construction management practices shall be used to minimize noise and dust, and to contain and regularly remove trash and construction debris from the Property;
- (d) Construction vehicles shall use only those travel routes approved by the Town, and shall not use other local roads, and the agreement shall impose agreed-upon restrictions on the Owner's contractors and subcontractors. Restrictions shall further be imposed on idling engines (whether on or off the Project site) and compliance with Massachusetts General Laws Chapter 90, Sections 16A and 310 CMR 7.11(1)(b) shall be required.
- (e) The Owner shall maintain necessary and appropriate erosion and sedimentation controls during the course of construction;
- (f) The Owner shall maintain work site perimeter fences with designated access points and lockable security gates around the construction site.

Attached hereto as Exhibit G is a sample form of construction mitigation agreement, which is intended to be representative or descriptive of the type of agreement that the Owner intends to propose with specific respect to the Project. The Town understands that a detailed final construction mitigation plan would be premature at this stage. The foregoing does not apply to interior construction work that may be performed by tenants in existing buildings on the Property from time to time, independent of the development of the Project. The Owner will require that tenants perform any such work in accordance with applicable laws and regulations as may from time to time be in effect.

8. Site Security; Fire Protection. As part of the permitting processes necessary for the construction of the Project, the Owner shall propose for approval by the Town's Chief of Police and Fire Chief a written plan for providing security and adequate fire protection, respectively, to the Project. No such approval shall constitute the Town's agreement that such

plan will prevent any breach of security or fire damage, and the Town shall not incur any liability to the Owner by the granting of such approval.

9. Binding Effect. (a) This Agreement shall (subject to the terms and conditions set forth herein) be binding on the Owner and its successors and assigns, and on the Town, and is intended to run with the Property, and be binding on the owner of the Owner's interest therein from time to time. This Agreement is for the benefit of the Owner and the Town, and may be enforced by any remedy provided at law or in equity. This Agreement and the Bylaw shall be construed in such a way as to harmonize any conflicting provisions to the greatest extent reasonably possible, but in the event of any irreconcilable conflict between this Agreement and any provision of the Bylaw (as amended by the Article), the provisions of the Bylaw shall control (subject always to the provisions of General Laws, Chapter 40A, as amended). Prior to the issuance of a building permit for any portion of the Project, the Owner shall provide to the Selectmen evidence reasonably satisfactory to the Town that this Agreement has been recorded with the Norfolk County Registry of Deeds and/or the Norfolk County Registry District of the Land Court, if any or all of the Property is registered land. The Owner shall incorporate by reference in any subsequent transfer of the Property the obligations incurred by it pursuant to this Agreement.

(b) The Town and Owner have entered into this Agreement intending in good faith to pursue the development of the Project as described in this Agreement. However, the execution and delivery of this Agreement by the Owner and the Town does not constitute (i) an agreement by the Town that any necessary permit or approval will in fact be granted, or (ii) an agreement by the Owner that the Project will be developed if any permit or approval is not granted, or if the conditions imposed thereunder are not acceptable to the Owner. If any Development Condition is not met and, as a result thereof, the Owner elects not to proceed with the development of the Project, then the Owner agrees, for itself and its successors and assigns as provided in this Agreement, that (unless this restriction is waived in writing by a majority of the Board of Selectmen and approved by a majority vote of the Town Meeting) any development or redevelopment activities undertaken on the Property shall be consistent with the Bylaw without regard to the Article, *i.e.*, as if the Article had never been adopted by the June 13, 2005 Special Town Meeting, and waives any right to proceed with redevelopment with the benefit of the Article (unless approved as provided above). The Owner will not oppose any motion or other attempt by a subsequent Town Meeting to revoke or rescind the Article. Any provision of this Agreement may be incorporated into, and made a condition of, any permit or approval granted by the Town.

10. Term of Agreement. Except as otherwise expressly set forth in this Agreement, the terms and conditions hereof shall be perpetual. In the event that any additional act is required to ensure that the rights of the Town hereunder are perfected, and the Owner (meaning to include its successors and assigns as provided in Section 9) shall fail to execute, acknowledge and deliver to the Selectmen such instruments as the Town Counsel may reasonably determine to be necessary to so perfect the Town's rights hereunder within thirty (30) days after written request therefor, then the Owner hereby irrevocably designates the then Chairperson of the Board of Selectmen of the Town of Wellesley as the Owner's attorney-in-fact to execute, acknowledge and

deliver the same, such appointment to be coupled with an interest. This Agreement may not be amended, modified or terminated except by a written instrument executed by the Owner and by a majority of the then Board of Selectmen of the Town, and approved by a majority vote of Town Meeting.

11. No Waiver. The failure of the Town to enforce this Agreement shall not be deemed a waiver of the Town's right to do so thereafter. If any provision of this Agreement or its applicability to any person or circumstance shall be held to be invalid, the remainder thereof, or the application to other persons or circumstances, shall not be affected.

12. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

13. Applicable Law. This Agreement shall be governed by and according to the laws of the Commonwealth of Massachusetts, as amended from time to time. Any action brought by the Town hereunder may be brought in the Superior Court in and for the County of Norfolk, and the Owner hereby agrees to the jurisdiction of such court.

IN WITNESS WHEREOF, this Agreement has been signed as an instrument under seal
as of the day and year first above written.

Lindwell SC, Inc.

By: 

Thomas A. Maher
Its Authorized Signatory

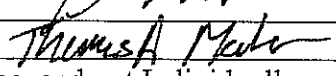
Lindwell OP, Inc.

By: 

Thomas A. Maher
Its Authorized Signatory

Lindwell Realty Trust

By: 

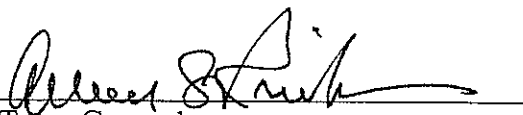
Name: 
As Trustee, and not Individually

Town of Wellesley

By: 

Chair, Board of Selectmen

Approved as to form:

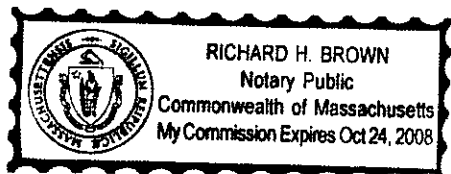

Town Counsel

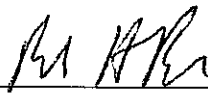
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

June 3, 2005

Then personally appeared before me, the undersigned notary public, the above-named Thomas A. Maher, proved to me by satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily and in each capacity shown or indicated above, as his free act and deed.





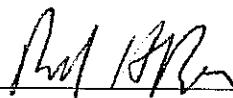
Notary Public
Print Name: Richard H. Brown
My commission expires: 10/24/08

COMMONWEALTH OF MASSACHUSETTS

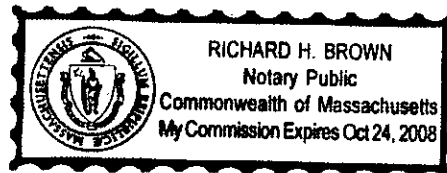
Norfolk, ss.

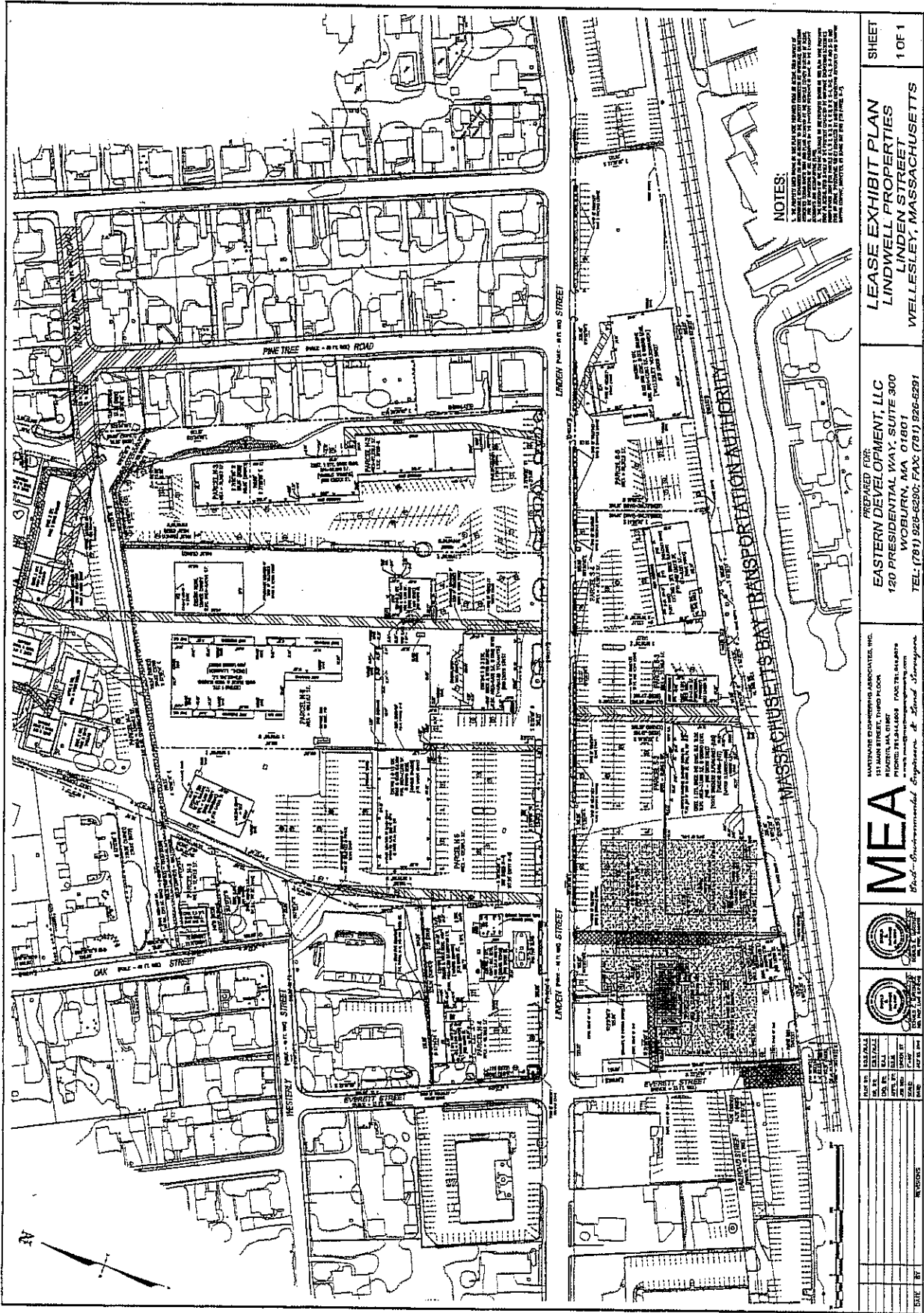
June 3, 2005

Then personally appeared before me, the undersigned notary public, the above-named Vincent Juliani, Jr., proved to me by satisfactory evidence of identification, which was a Massachusetts driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily and in his/her capacity as Chairperson of the Board of Selectmen of the Town of Wellesley, as his/her free act and deed.



Notary Public
Print Name: Richard H. Brown
My commission expires: 10/24/08





<p>MEASUREMENTS</p> <p>1/4" = 10' 0"</p> <p>1/8" = 20' 0"</p> <p>1/16" = 40' 0"</p> <p>1/32" = 80' 0"</p> <p>1/64" = 160' 0"</p> <p>1/128" = 320' 0"</p> <p>1/256" = 640' 0"</p> <p>1/512" = 1280' 0"</p> <p>1/1024" = 2560' 0"</p> <p>1/2048" = 5120' 0"</p> <p>1/4096" = 10240' 0"</p> <p>1/8192" = 20480' 0"</p> <p>1/16384" = 40960' 0"</p> <p>1/32768" = 81920' 0"</p> <p>1/65536" = 163840' 0"</p> <p>1/131072" = 327680' 0"</p> <p>1/262144" = 655360' 0"</p> <p>1/524288" = 1310720' 0"</p> <p>1/1048576" = 2621440' 0"</p> <p>1/2097152" = 5242880' 0"</p> <p>1/4194304" = 10485760' 0"</p> <p>1/8388608" = 20971520' 0"</p> <p>1/16777216" = 41943040' 0"</p> <p>1/33554432" = 83886080' 0"</p> <p>1/67108864" = 167772160' 0"</p> <p>1/134217728" = 335544320' 0"</p> <p>1/268435456" = 671088640' 0"</p> <p>1/536870912" = 1342177280' 0"</p> <p>1/1073741824" = 2684354560' 0"</p> <p>1/2147483648" = 5368709120' 0"</p> <p>1/4294967296" = 10737418240' 0"</p> <p>1/8589934592" = 21474836480' 0"</p> <p>1/17179869184" = 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Parking Summary	
1ST FLOOR	1ST FLOOR
2ND FLOOR	2ND FLOOR
3RD FLOOR	3RD FLOOR
4TH FLOOR	4TH FLOOR
5TH FLOOR	5TH FLOOR
6TH FLOOR	6TH FLOOR
7TH FLOOR	7TH FLOOR
8TH FLOOR	8TH FLOOR
9TH FLOOR	9TH FLOOR
10TH FLOOR	10TH FLOOR
11TH FLOOR	11TH FLOOR
12TH FLOOR	12TH FLOOR
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14TH FLOOR	14TH FLOOR
15TH FLOOR	15TH FLOOR
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17TH FLOOR	17TH FLOOR
18TH FLOOR	18TH FLOOR
19TH FLOOR	19TH FLOOR
20TH FLOOR	20TH FLOOR
21ST FLOOR	21ST FLOOR
22ND FLOOR	22ND FLOOR
23RD FLOOR	23RD FLOOR
24TH FLOOR	24TH FLOOR
25TH FLOOR	25TH FLOOR
26TH FLOOR	26TH FLOOR
27TH FLOOR	27TH FLOOR
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81ST FLOOR	81ST FLOOR
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83RD FLOOR	83RD FLOOR
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96TH FLOOR	96TH FLOOR
97TH FLOOR	97TH FLOOR
98TH FLOOR	98TH FLOOR
99TH FLOOR	99TH FLOOR
100TH FLOOR	100TH FLOOR

Zoning Summary		WPH	WPH	WPH	WPH
		PER FAMILIES	PER FAMILIES	PER FAMILIES	PER FAMILIES
Westview Ls	DEVELOPED	140.9	140.9	140.9	140.9
	F.A.A.	6.24	6.24	6.24	6.24
	PARKS REQUIRED	54	54	54	54
	PARKS PROVIDED	50	50	50	50
West Ls	DEVELOPED	115.9	115.9	115.9	115.9
	F.A.A.	12.86	12.86	12.86	12.86
	PARKS REQUIRED	33	33	33	33
	PARKS PROVIDED	34	34	34	34
West Sh	DEVELOPED	143.9	143.9	143.9	143.9
	F.A.A.	6.24	6.24	6.24	6.24
	PARKS REQUIRED	54	54	54	54
	PARKS PROVIDED	54	54	54	54

Exhibit B

[illegible]Linden Saville
 Big London

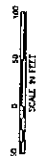
Linden Street.

Wellesley, Massachusetts

Client Review

Not Answered for Construction

Concept J-3



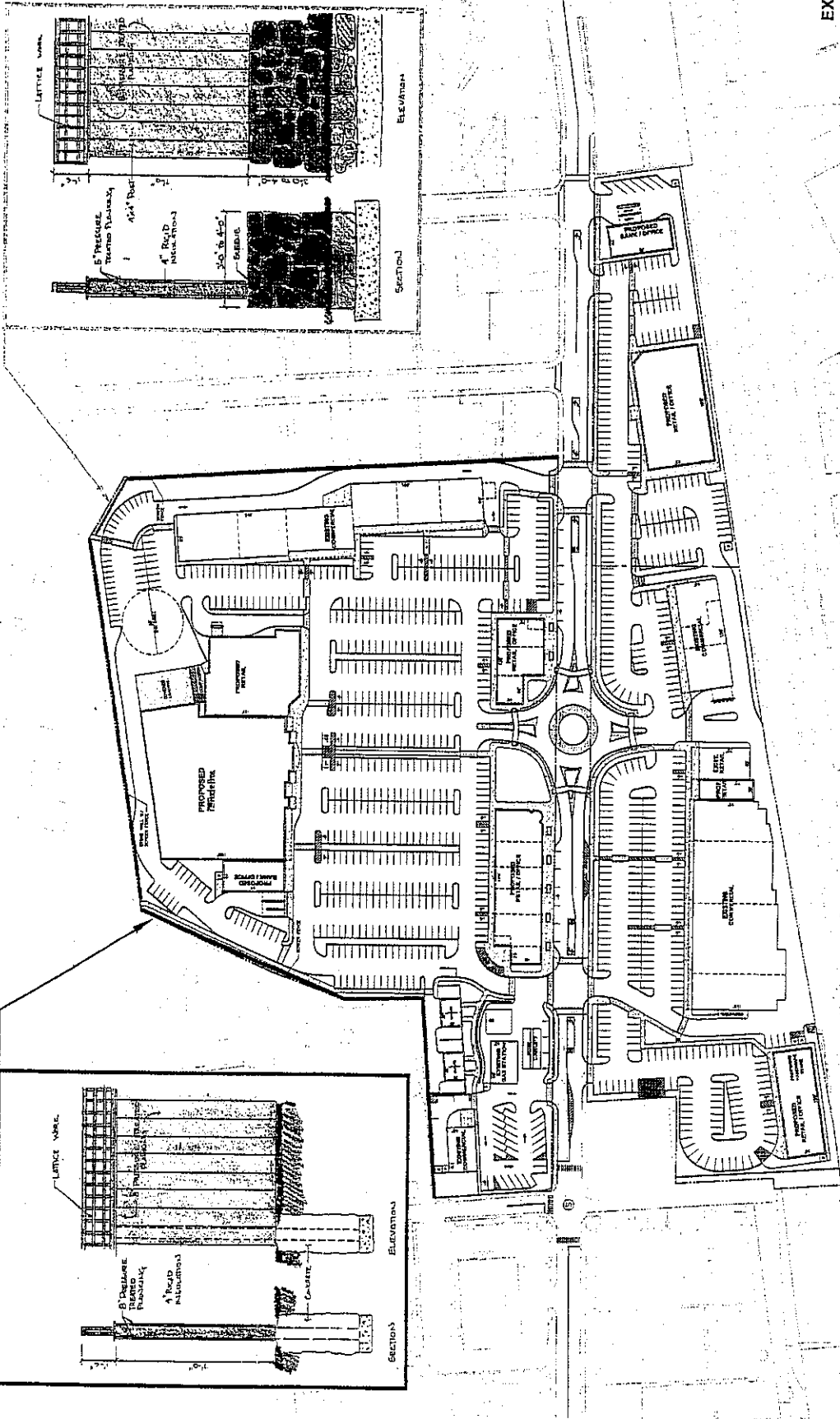
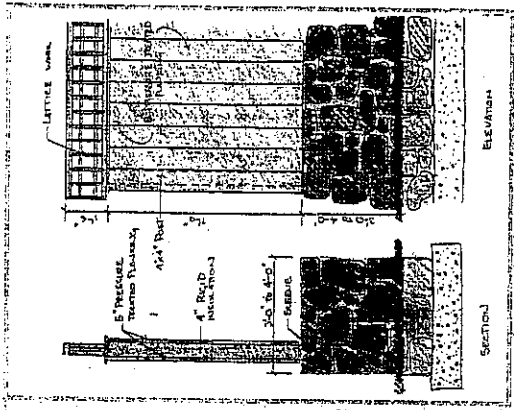
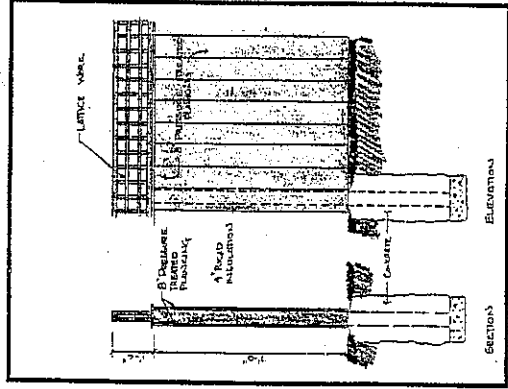


EXHIBIT C

Linden Square
WILMINGTON, DE

NOT A SCALE
REPRESENTATIVE
Barrier Detail



Vermeer Transport Systems, Inc.
1000 Highway 100, Suite 100
Westborough, MA 01581
Tel: 508/336-1000
Fax: 508/336-1001

Parking Summary	
Handicap	10
Standard	100
Motorcycle	10
Other	10
Total	130

Zoning Summary	
Residential	100
Commercial	100
Industrial	100
Other	100
Total	400

EXHIBIT D

Lincoln Square	100
Lincoln Street	100
Woburn Street	100
Clark Street	100
Not Applicable	100
Total	400

Lincoln Square
Lincoln Street
Woburn Street
Clark Street
Not Applicable

Concept 1.2



PROPOSED
TRUCK ROUTE

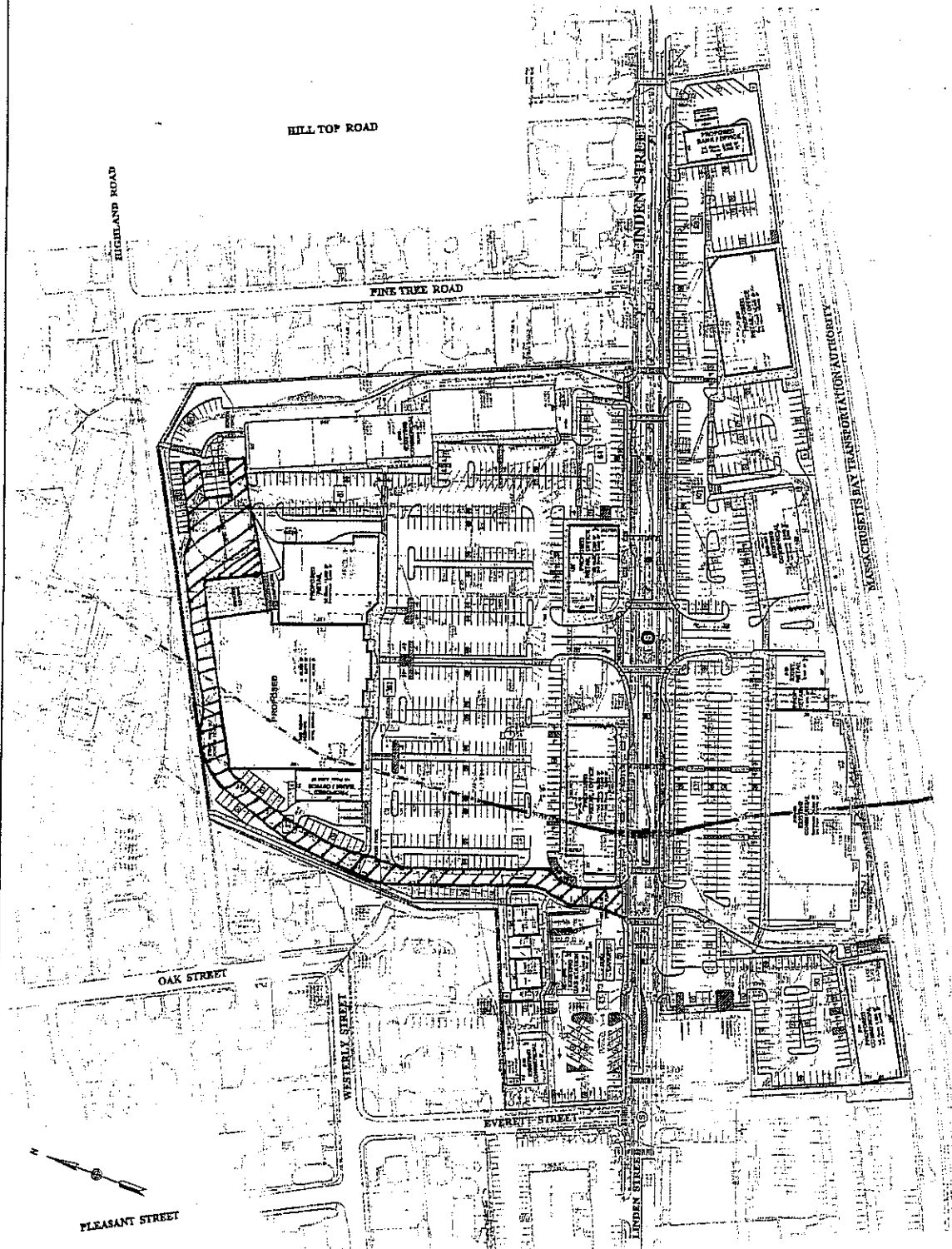


Exhibit E

**Linden Street Redevelopment
Schedule of Traffic Reports/Memoranda**

<u>Document Title</u>	<u>Prepared By</u>	<u>Date</u>
Final Response Linden Square Redevelopment – Peer Review	BETA Group, Inc.	May 27, 2005
Traffic Assessment and Mitigation Summary – Executive Summary	VHB for Eastern Development	May 26, 2005
Parking Adequacy Analysis – Executive Summary	VHB for Eastern Development	May 27, 2005
Traffic Assessment and Mitigation Summary – Responses to BETA Group, Inc. Peer Review	VHB for Eastern Development	April 13, 2005
Traffic Assessment and Mitigation Summary – Peer Review	BETA Group, Inc.	March 28, 2005
Traffic Assessment and Mitigation Summary	VHB for Eastern Development	March 2005
Follow Up Traffic Study Scope – Peer Review	BETA Group, Inc.	February 8, 2005
Responses to Traffic Study Scope	VHB for Eastern Development	February 1, 2005
Traffic Study Scope – Peer Review	BETA Group, Inc.	January 7, 2005
Parking Adequacy Analysis	VHB for Eastern Development	January 5, 2005

EXHIBIT F

[PROPOSED IMPROVEMENTS BY OWNER TO LINDEN STREET]

A. The project locus is along Linden Street, from Rockland Street to Weston Road (the "Corridor"). The Owner will be responsible for reconstruction of the portion of Linden Street, between Everett Street and Hill Top Road. Within this section the following will be completed:

- Full-depth roadway reconstruction and widening along Linden Street, including:
 - consolidation of existing curb cuts and driveways
 - provision of exclusive left-turn lanes for Hilltop and Pine Tree Roads and Project driveways, as appropriate
 - reconstruction of existing sidewalks
 - installation of street lighting
 - potential traffic calming and sight line improvements

All of the above will be in conformance with the design criteria detailed herein.

In addition, the Owner will be responsible for, and pay for, the following mitigation work between Weston Road and Kingsbury Street (the "Project Corridor"), as required by the PSI process:

- Traffic Control Upgrade at Kingsbury Street/Linden Street, including provision of southbound exclusive right-turn lane, sequence and timing improvements, and equipment upgrades, as required.
- Optimization of signal coordination along Kingsbury Street between Washington Street and Linden Street, including sequence and timing improvements.
- Installation of Traffic Signal Control at primary Site Driveway along Linden Street.
- Traffic Control Upgrade at Everett Street/Linden Street, including sequence and timing improvements and vehicle detection upgrades.
- Traffic Control Upgrade at Linden Street/Crest Road, including sequence and timing improvements.
- Consideration through the PSI Process of installation of Traffic Signal Control at Weston Road at Linden Street, including interconnection with Central Street/Weston Road intersection.
- Traffic signal interconnection and coordination along Linden Street, from Kingsbury Street to Weston Road, including compatibility with the closed-loop system and adaptive signal control strategy to be implemented by the Town.
- Installation of emergency vehicle pre-emption at signalized locations of Kingsbury Street, Site Driveway, Everett Street, Crest Road and Weston Road.

B. The balance of Linden Street, between Weston Road and Everett Street and between Hill Top Road and Rockland Street will be funded by the proponent, subject to and as

provided in Section 6 of the Development Agreement, but completed under the responsibility of the Town.

C. The entirety of improvements along Linden Street will be consistent with the Wellesley Planning Board's "Linden Street Corridor Master Plan," dated January 2001, and shall be consistent with the Wellesley Department of Public Works Engineering Division's design plans for the corridor, entitled, "Linden Street Reconstruction Project, and dated June, 2004."

Improvements consist of cold-planing of the roadway and resurfacing, reconstruction or overlay of sidewalks and construction of sidewalks to provide continuous sidewalk on one side of the street for the entire Corridor length, installation of ornamental street lights and ornamental traffic signals (Town standard), drainage improvements and appurtenances as required. Sidewalks in the commercial section of Linden Street shall be constructed of concrete. Residential sidewalks shall be constructed of bituminous concrete. The majority of crosswalks throughout the Corridor will be constructed of brick with granite edging.

Construction Traffic Management Plan


SAMPLE CONSTRUCTION MITIGATION
AGREEMENT

Wellesley College
West Campus Projects
(Campus Center & Parking Garage)

Wellesley,
Massachusetts

Prepared for **Wellesley College**
106 Central Street
Wellesley, MA 02481

Prepared by **RICHARD WHITE SONS, INC.**
70 Rowe Street
Auburndale, MA 02466
(617) 332-9500

 **Vanasse Hangen Brustlin, Inc.**
Transportation, Land Development, Environmental Services
101 Walnut Street
P.O. Box 9151
Watertown, Massachusetts 02471
617 924-1770

January 2003 (Updated April 2003)

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1

Introduction

This report presents the Construction Traffic Management Plan that will be employed by Richard White Sons, Inc. (Contractor) during the construction of the proposed Davis Parking Garage and Wang Campus Center at Wellesley College. It incorporates responses to comments dated February 10, 2003, received from the Town of Wellesley's traffic peer review consultant regarding construction traffic **management**.

The Davis Parking Garage facility (including the Campus Police station) comprises approximately one hundred ninety-six thousand square feet (196,000 SF) of floor area; the Garage's capacity is five hundred and sixty-five (565) cars. The Wang Campus Center comprises approximately fifty one thousand five hundred and ten square feet of floor area (51,510 SF).

The proposed structures will adjoin one another on a site located adjacent to and immediately west of the College's principal campus circulation roadway, referred to as 'College Road'. The site is bounded by Route 135 to the north, College Road to the east, the existing Physical Plant/Central Utility Plant complex to the south and the existing Alumnae Hall and Sports Center to the west.

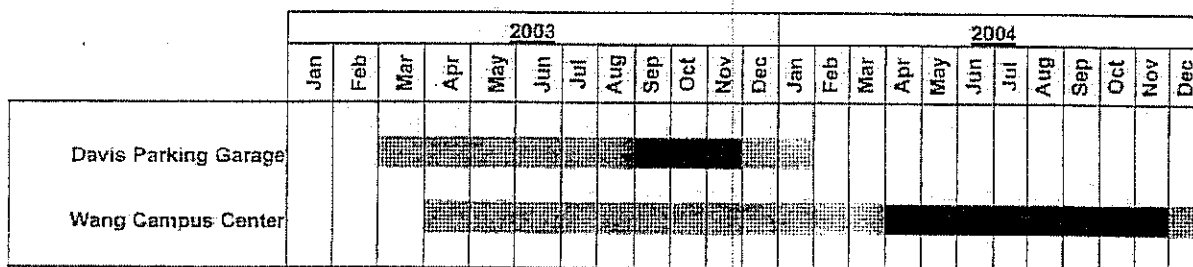
The perimeter of the work site will be fully enclosed by six foot high chain link fencing. Vehicular access to the site through the fencing system will be provided by four (4) double drive-thru gates. As shown in Figure 1, all construction vehicle access gates to the project site are fully within Wellesley College's property and are located as far away from Route 135 as possible so as to not impact vehicle operations on public roadways.

Construction Schedule

As currently envisioned, the Garage's construction phase will commence on the site in March 2003, and will conclude in January 2004; the estimated project duration is **eleven (11) months**.

The Campus Center's construction phase will commence on the site in April 2003, and will conclude in December 2004; the estimated project duration is twenty-one (21) months. The proposed construction schedule is graphically presented below. It can be seen that peak construction activities for the Parking Garage and the Campus Center are staggered in order to minimize the number of construction employees' and truck trips on public roadways.

Proposed Construction Schedule:



Legend:



Peak construction activity



Non-peak construction activity

Restoration of the former Alumnae Valley, currently an existing parking lot generally located to the west of the existing Physical Plant / Central Utility Plant structures and extending southwest toward Lake Waban, is a future element of the West Campus projects. However, prior to the restoration of the landscaping, utility work necessary to support the Campus Center, Parking Garage and future West Campus projects would be required in the Alumnae Valley area. This utility work is tentatively scheduled to commence in Summer 2003 and will be conducted as part of the Campus Center and Parking Garage construction. The necessary work has

already been included in the construction activity forecasts provided. **Therefore, no additional truck trips, beyond those already projected, are anticipated as a result of this work.**

Site development/landscape work associated with the valley restoration phase of the project is scheduled to commence in Spring 2004, and will be completed in December 2004. Site plans for the valley restoration project will be submitted separately as part of a future submittal.

Construction Workforce / Work Hours

Based upon current projections, the daily on-campus workforce associated with completion of the construction phases of these projects, is as follows:

Parking Garage:	Upon mobilization	20 personnel
	Peak workforce	40 personnel (Sept.-Nov., '03)
	Average workforce	30 personnel
Campus Center:	Upon mobilization	20 personnel
	Peak workforce	100 personnel (April-Nov., '04)
	Average workforce	60 personnel

Typical construction workday from Monday through Friday will commence at 7:00 AM and will end at 3:30 PM. It is expected that occasional overtime in support of construction activities will be required; the College will be notified of overtime work.

Traffic and Parking

Employee Traffic

Primary construction employee vehicle access to Wellesley College's campus is provided by existing roadways from both the east and west along Route 135 (Central Street) and Route 16 (Washington Street), each of which connects to the regional highway system. Observed weekday peak commuting hours along these roadways occur between 7:30 AM and 8:30 AM; and, between 5:00 PM and 6:00 PM.

Based upon the proposed work hours on the site as discussed in Chapter 2, construction employee trips to the site will generally occur daily between 6:00 and 7:00 AM (coming in to work); and between 3:30 and 4:30 PM (leaving after work). Since construction employee trips occur primarily outside of the area roadway peak hours, we expect that the effect of these trips on area roadway operations will be **minimal**. Tables 1 and 2 provide a breakdown of the construction worker trips to and from the site.

Upon their arrival on the campus, construction personnel will be directed to temporary parking that will be established either within the enclosed project site (as shown in Figure 1) or at designated temporary parking areas as shown in Figure 2. Construction employee parking, if allowed within the enclosed project site, would be accommodated within the lower portion of the project site, within the area on the north side of the existing Service Parking lot (Figure 1).

As shown in Figure 2, while 465 parking spaces are being displaced during the construction of the Davis Garage, up to 615 temporary parking spaces will be created, as necessary, throughout the campus (not including additional construction employee parking within the enclosed project site as indicated in Figure 1). After the construction of the garage, displaced parking will be accommodated in the new garage and temporary parking will be gradually eliminated. There will be no net increase in the available campus parking supply after the completion of the West Campus projects.

Truck Traffic

Truck deliveries of construction materials and equipment to the project site will occur daily and generally, will be evenly distributed throughout the workday. Every effort will be made to minimize deliveries during peak traffic periods on site adjacent public roadways. Whenever possible, delivery of material by large trucks will be scheduled to occur during the non-commuter peak hours of the area roadways. No parking of delivery trucks on any public way will be allowed during the course of the construction. All material laydown/storage areas will be within the project's temporary fencing system and will be fully within Wellesley College's property. To the extent feasible, the signalized intersection of College Road/Route 135 will be used by construction vehicles and trucks to access the site. The gated entrance by the sports center will be used for truck access when the College Road access is not suitable due to site constraints. Construction activities, especially major truck deliveries, will be coordinated with the Campus Police, as necessary.

Based on the current construction schedule, it is anticipated that during peak construction months, the site will generate about 36 construction truck trips (18 entering and 18 exiting) on a typical weekday. These include about 8 construction truck trips (4 entering and 4 exiting) between 7:30 AM and 8:30 AM; and, no truck trips between 5:30 PM and 6:30 PM, the peak hours of traffic operation on Route 135. During regular construction months, the site will generate about 28 construction truck trips (14 entering and 14 exiting) on a typical weekday. These include about 8 construction truck trips (4 entering and 4 exiting) between 7:30 AM and 8:30 AM; and, no truck trips between 5:30 PM and 6:30 PM. The trucks sizes typically range between 3/4th ton trucks and 40' tractor-trailers. It is currently anticipated that almost all excavated soil on the site will be used to construct landscape berms, as backfill for structures or otherwise used on the site for other suitable applications. Therefore, no excavated soil-hauling truck trips are anticipated at this time. Tables 1 and 2 provide a breakdown of the construction related truck trips to and from the site.

Material suppliers for the project have not yet been fully identified at this time since the project is still in the bidding process. It is therefore difficult to identify specific truck routes for construction material trucks. However, based on our experience on the Trade shops Relocation project as well as an understanding of the area roadway network, we anticipate that Route 27 (in Natick) to Route 135, where the roadways are wide enough to accommodate truck traffic, will serve as the major access route for construction related trucks to the campus. Due to the restricted turning radii at intersections, narrow roadway width and density of development along Weston Road and Route 135 through the town center, it is expected that a majority of the construction trucks would not use Weston Road from the north or Route 135 from the east to access the campus. A limited number of trucks, originating from concrete and other material suppliers located to the south, could use Route 16 to access the campus.

Table 1

Construction Vehicle Trips During Non-Peak (Average) Construction Months

Trip Type		Daily	AM Peak Hour * (7:30 – 8:30 AM)	PM Peak Hour * (5:30 – 6:30 PM)
<u>Construction Workers Trips</u>	Enter	75	6	0
	Exit	75	6	6
	Total	150	12	6
<u>Construction Trucks</u>				
Concrete Delivery**	Enter	6	2	0
	Exit	6	2	0
	Total	12	4	0
Materials Delivery	Enter	8	2	0
	Exit	8	2	0
	Total	16	4	0
Soil Hauling	Enter	0	0	0
	Exit	0	0	0
	Total	0	0	0
<u>Total Truck Trips</u>	Enter	14	4	0
	Exit	14	4	0
	Total	28	8	0
<u>Total Vehicle Trips</u>	Enter	89	10	0
	Exit	89	10	6
	Total	178	20	6

Table 2

Construction Vehicle Trips During Peak Construction Months

Trip Type		Daily	AM Peak Hour * (7:30 – 8:30 AM)	PM Peak Hour * (5:30 – 6:30 PM)
<u>Construction Workers</u>	Enter	100	6	0
	Exit	100	6	6
	Total	200	12	6
<u>Construction Trucks</u>				
Concrete Delivery**	Enter	6	2	0
	Exit	6	2	0
	Total	12	4	0
Materials Delivery	Enter	12	2	0
	Exit	12	2	0
	Total	24	4	0
Soil Hauling	Enter	0	0	0
	Exit	0	0	0
	Total	0	0	0
<u>Total Truck Trips</u>	Enter	18	4	0
	Exit	18	4	0
	Total	36	8	0
<u>Total Vehicle Trips</u>	Enter	118	10	0
	Exit	118	10	6
	Total	236	20	6

* Most construction workers arrive between 6:00 AM – 7:00 AM and leave between 3:30 – 4:30 PM

** Concrete delivery will not occur everyday. Numbers shown represent average activity.

Miscellaneous

Pedestrian Protection

Existing roadways, sidewalks and related lighting systems outside of the enclosed work site will be maintained throughout the construction. Appropriate directional signage will be utilized to direct both pedestrian and vehicular traffic in and around the vicinity of the work area at all times.

Off-hour security inspection of the site and its perimeter enclosure will be carefully coordinated with and provided by the College's Campus Police.

At this time, no public street or sidewalk occupancy permits are anticipated for completion of the construction, no utility connections within any public way are indicated, and no temporary occupancy of any public way for the use of construction equipment is foreseen.

Throughout the construction phase, fire lanes and emergency vehicle access routes in the area of the project site will be maintained on a priority basis.

Construction Debris and Snow Removal

Snow removal operations on the College's campus will continue to be performed by Wellesley College personnel/equipment. All snow removal within the fenced work area will be performed by the contractor on an as-needed and daily basis to be able to maintain a workable and accessible job site.

All haul routes in the area of the jobsite will be inspected daily for cleanliness; any cleaning and/or wetting for dust control that may be necessary to maintain the streets over which construction vehicles travel at a level of cleanliness normally provided by the College and/or the Town of Wellesley will be performed by the contractor on a continuous basis during the construction period.

All demolition debris and all construction debris that is generated during completion of the work will be hauled in covered loads/vehicles. A Refuse/Debris Disposal Form will be filed with the Town of Wellesley, specifying the licensed disposal facilities to which all debris will be transported.